

## SHORT FORM LEASE

FILED  
TARRANT COUNTY TEXAS  
2011 MAR 29 AM 9:14  
BY \_\_\_\_\_

**THIS SHORT FORM LEASE** (the "Short Form Lease") is made as of the 7<sup>th</sup> day of December, 2009, by and between **MMSL Realty Fort Worth, LLC, an Arkansas limited liability company** ("Landlord"), and **RML Fort Worth TX, LLC, an Arkansas limited liability company** ("Tenant").

**FOR AND IN CONSIDERATION** One Dollar (\$1.00) and for other good and valuable consideration paid and to be paid by Teant to Landlord, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in that certain Lease Agreement (the "Lease") dated as of the date hereof by and between Landlord and Tenant to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises (the "Demised Premises") situated in the City of Fort Worth, County of Tarrant, State of Texas, consisting of an approximately 70,000 square foot building located on approximately 7.5 acres, together, rights of access as provided herein, and more particularly described in **Exhibit "A"** and shown on **Exhibit "B"**. The Demised Premises is a part of the Entire Premises which is more fully described herein.

1. TO HAVE AND TO HOLD the Demised Premises unto Tenant for a term of fifteen (15) years after the Commencement Date (as defined in the Lease), unless sooner terminated, extended or modified as provided therein.

2. In the Lease, Landlord has granted to Tenant certain rights to renewal options which are exercisable by Tenant as provided in the Lease.

3. The Lease contains, among other things, the following provisions:

(a) Landlord grants Tenant the right to merchandise any products normally sold in Tenant's other automobile dealership, service, parts and accessories operations without restriction.

(b) Tenant may use the Demised Premises for any lawful purpose.

(c) In order to induce Tenant to enter into this Lease, Landlord agrees for itself, its successors and assigns, its officers, directors and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporations or other entity and any partner or other party affiliated with it, that during the Term of this Lease, none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any property within a two (2) mile radius of the Leased Premises as a new or used automobile or light truck dealership.

(d) Tenant has three (3) separate five (5) year renewal options to extend the term of the Lease.

4. Landlord has agreed with Tenant that any mortgage placed on the Demised Premises or to be placed on the Demised Premises shall provide for non-disturbance of Tenant in the event of foreclosure, provided Tenant shall not default in the performance of its obligations under the Lease beyond applicable cure periods. Tenant has agreed that it will attorn to the mortgagee in possession or the purchase at or in lieu of foreclosure provided its possession shall not be disturbed.

**IN TESTIMONY WHEREOF**, the above named Landlord and the above named Tenant have caused this instrument to be executed on the day and year set forth above.

**LANDLORD:**

**MMSL Realty Fort Worth, LLC,  
An Arkansas limited liability company**

**By: McLarty Fort Worth, LLC  
Its Manager**

By: Thomas F. McLarty III  
Thomas F. McLarty III, Authorized

Manager

**TENANT:**

**RML Fort Worth TX, LLC,  
An Arkansas limited liability company**

By: [Signature]  
its Manager

**ADD ACKNOWLEDGMENTS FOR RECORDING PURPOSES**

## ACKNOWLEDGEMENT

STATE OF ARKANSAS           )  
   ) SS.  
 COUNTY OF PULASKI         )

On this day before me, a Notary Public, duly commissioned, qualified and acting within the State and County aforesaid, appeared in person Thomas F. McLaughlin III, to me well known, and stated that he/she had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

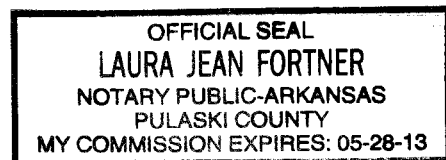
WITNESS my hand and seal as such Notary Public on the 24<sup>th</sup> day of March, 2011.

Laura Jean Fortner  
 Notary Public

My Commission Expires:

05-28-2013

STATE OF ARKANSAS           )  
   ) SS.  
 COUNTY OF PULASKI         )



On this day before me, a Notary Public, duly commissioned, qualified and acting within the State and County aforesaid, appeared in person Paul Nort, to me well known, and stated that he/she had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on the 24<sup>th</sup> day of March, 2011.

Laura Jean Fortner  
 Notary Public

My Commission Expires:

05-28-2013

After recording, return to:

**ROSS & HARTLEY, P.C.**  
 ATTORNEYS AT LAW  
 1521 NORTH COOPER ST., SUITE 340  
 ARLINGTON, TX 76011

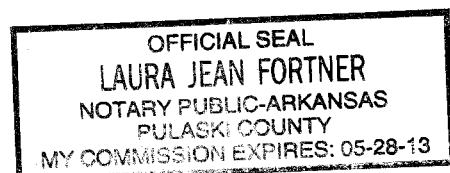


EXHIBIT "A"

Legal Description

All of Lot 2, Block A of BILL McDAVID ADDITION, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Volume 388-196, Page 36 of the Plat Records of Tarrant County, Texas.

And

Part of Lot 1-B, Block A of BILL McDAVID ADDITION, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Cabinet B, Slide 619 of the Plat Records of Tarrant County, Texas, said portion of Lot 1-B more particularly described as follows:

Beginning at the northwest corner of said Lot 1-B and the southwest corner of said Lot 2, in the east right-of-way line of Interstate Highway Loop 820;

Thence South 89 deg. 13 min. 30 sec. East along the north line of said Lot 1-B and the south line of said Lot 2, 401.47 feet to the northeast corner of said Lot 1-B, the southeast corner of said Lot 2, and in the west line of Lot 1, Block A of Windrush Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-166, Page 34A, Plat Records, Tarrant County, Texas.

Thence South 00 deg. 46 min. 30 sec. West along the east line of said Lot 1-B and the west line of said Lot 1, 372.50 feet to a point;

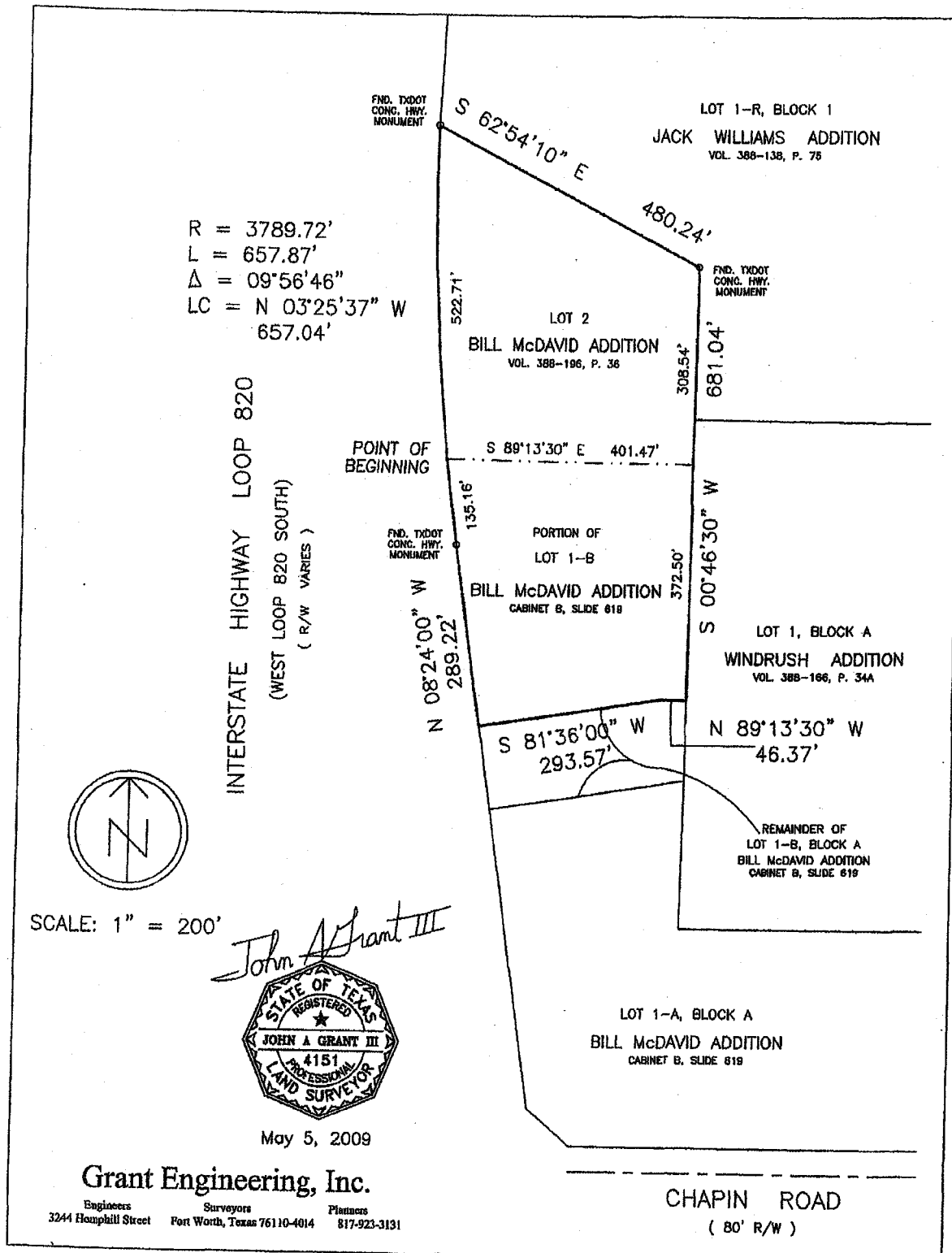
Thence North 89 deg. 13 min. 30 sec. West 46.37 feet to a point;

Thence South 81 deg. 36 min. 00 sec. West 293.57 feet to a point in the west line of said Lot 1-B and the east right-of-way line of Interstate Highway Loop 820;

Thence North 08 deg. 24 min. 00 sec. West along the west line of said Lot 1-B and the east right-of-way line of Interstate Highway Loop 820, 289.22 feet to a TXDOT concrete highway monument at the beginning of a curve to the right whose radius bears North 81 deg. 36 min. 00 sec. East, 3789.72 feet;

Thence along the west line of said Lot 1-B and the east right-of-way line of Interstate Highway Loop 820, and along said curve to the right through a central angle of 02 deg. 02 min. 37 sec., an arc length of 135.16 feet (long chord bears North 07 deg. 22 min. 42 sec. West, 135.16 feet) to the point of beginning, and containing 3.3541 acres (146,102 square feet) of land, more or less.

Attachment B



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

ROSS AND HARTLEY PC  
1521 N COOPER STREET 340  
ARLINGTON, TX 76011

Submitter: ROSS AND HARTLEY PC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 3/29/2011 9:15 AM

Instrument #: D211070896

LSE

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PGS

\$32.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D211070896

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD